BILL NO. S-90-02- 01

SPECIAL ORDINANCE NO. S- 69-90

AN ORDINANCE approving **CONTRACT FOR ROOF REPAIR FOR FIRE STATIONS #7 & 11** between **S.E. JAHN CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **CONTRACT FOR ROOF REPAIR FOR FIRE STATIONS #7 & 11** by and between **S.E. JAHN CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

Roof Repair at Fire Station #7 located at 1622 Lindenwood Avenue and the Roof Repair and Partial Roof Replacement for Fire Station #11 located at 405 E. Rudisill Blvd.;

the Contract price is Twenty-One Thousand Two Hundred and no/100 Dollars ($21,200.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas P. Henry
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the ~~seventeenth~~ seventh (~~17th~~ 7th) day of ~~January~~ February in the year of Nineteen Hundred and ninety (1990)

BETWEEN the Owner:
(Name and address)

The City of Fort Wayne
through the Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

and the Contractor:
(Name and address)

S.E. Jahn Company, Inc.
1021 East Wallace Street
Fort Wayne, Indiana 46803

The Project is:
(Name and location)

Roof Repair for Fire Station Number Seven (#7) located at 1622 Lindenwood Avenue, Fort Wayne, Indiana 46808 and the Roof Repair and Partial Roof Replacement for Fire Station Number Eleven (#11) located at 405 East Rudisill Boulevard, Fort Wayne, Indiana 46806.

The Architect is:
(Name and address)

Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

within 30 calendar days of the signing of the Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

twenty (20) calendar days, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of twenty-one thousand two hundred and no hundredths Dollars ($ 21,200.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Fire Station #7 Roof Repair and Fire Station #11 Roof Repair and Partial Roof Replacement (Roof Area "A")	$21,200.00
Total	$21,200.00

4.3 Unit prices, if any, are as follows:

Unit Price for Fire Station Number Eleven (#11) Only.	
The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced.	$11.50 per square foot

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as~~ ~~follows~~:

5.3 Provided an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: None

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows~~:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 20, 1989, and are as follows:

Document	Title	Pages
Article 1.1.1.	The Contract Documents	SC-1
Article 1.1.2.	The Contract	SC-1
Article 1.1.3.	The Work	SC-1
Article 1.1.4.	The Project	SC-1
Article 1.2.5.	Execution, Correlation & Intent	SC-1
Article 2.1.1.	The Owner	SC-1
Article 3.9.1.	Superintendent	SC-1
Article 3.13.2.	Use of Site	SC-2
Article 3.14.3.	Cutting and Patching of Work	SC-2
Article 4.1.	Architect	SC-2
Article 5.2.	Award of Subcontracts & Other Contracts for Portions of Work	SC-2
Article 9.2.2.	Schedule of Values	SC-2
Article 9.3.	Application for Payment	SC-2
Article 9.10.	Final Completion & Final Payment	SC-2 - SC-3

Continued on Attachment "A"

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Section 01010	Summary of Work	01010-1 through 01010-4
Section 01040	Project Coordination	01040-1
Section 01045	Cutting and Patching	01045-1 through 01045-2
Section 01090	Definitions and Standards	01090-1 through 01090-2
Section 01300	Submittals	01300-1
Section 01500	Temporary Facilities	01500-1
Section 01700	Project Closeout	01700-1
Section 02070	Demolition	02070-1 through 02070-3
Section 06100	Carpentry	06100-1 through 06100-2
Section 07512	Built-Up Coal Tar Roofing	07512-1 through 07512-9
Section 07600	Flashing and Sheet Metal	07600-1 through 07600-4
Section 07900	Joint Sealers	07900-1 through 07900-2
Section 09900	Painting	09900-1 through 09900-3
Section 10000	Miscellaneous Work	10000-1 through 10000-2

9.1.5 The Drawings are as follows, and are dated November 20, 1989 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Drawings for Fire Station Number Seven (#7)		
Sheet A-1	Roof Plan	November 20, 1989
Sheet A-2	Roof Drain/Expansion Joint Detail	November 20, 1989
Sheet A-3	Box Flashing Detail	November 20, 1989
Sheet A-4	Parapet Detail/Counterflashing Detail	November 20, 1989
Key Note Legend		
Drawings for Fire Station Number Eleven (#11)		
Sheet A-1	Roof Plan	November 20, 1989
Sheet A-2	Roof Drain Detail/Expansion Joint Detail	November 20, 1989
Sheet A-3	Parpet Detail/Counterflashing Detail	November 20, 1989
Sheet A-4	Existing Parapet Condition	November 20, 1989
Key Note Legend		

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
None		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Proposal dated December 13, 1989.
2. Letter re: Affirmative Action Plan dated October 24, 1989.
3. Bid Bond No. 500116 signed and sealed December 13, 1989.
4. Century Surety Company Power of Attorney effective date December 13, 1989.
5. Specification and Drawing Manual dated November 20, 1989.
6. General Performance Bond. Bond No. 500119 Century Surety Company dated December 27, 1989.
7. Labor and Material Payment Bond dated December 27, 1989 - Century Surety Company.
8. Power of Attorney, Century Surety Company Power No. 500119, effective date December 27, 1989.
9. Certificate of Insurance produced by Yaste, Zent & Rye Agency, Inc. dated December 31, 1989.
10. Attachment B-1 - Legal Description
11. Attachment B-2 - No Lien Provision
12. Attachment B-3 - S. E. Jahn Acknowledgment

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	City of Fort Wayne Board of Public Works One Main Street Fort Wayne, IN 46802
CONTRACTOR	S.E. Jahn Company, Inc. 1021 East Wallace Street Fort Wayne, IN 46803

(Signature)

Charles Layton, Chairman

(Printed name and title)

(Signature)

Steven E. Jahn, President

(Printed name and title)

BOARD OF PUBLIC WORKS & SAFETY (contd.)

Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Director of Administration & Finance

By: _____
Paul Helmke, Mayor

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk
Board of Public Works & Safety

Attachment "A"

Document	Title	Pages
Article 11.	Insurance	SC-3 - SC-4
Article 11.3.	Property Insurance	SC-4
Article 11.4.	Performance Bond & Payment Bond	SC-4
Article 13.1.1.	Governing Law	SC-5
Article 15.	Specifications Explanation	SC-5
Article 16.	Manufacturer's Directions/ Operation Instructions	SC-5

Attachment "B-1"

LEGAL DESCRIPTION OF PROJECT REAL ESTATE

The Project will be constructed on Real Estate located in Fort Wayne, Allen County, Indiana and more particularly described as follows:

The legal description for Fire Station #7 1622 Lindenwood is:
Tower Heights Section F Block A.

The legal description for Fire Station #11 405 E. Rudisill is:
North 7.83 feet Lot 34, all Lots 35 & 36, South 7 feet Lot 37,
Avondale Addition.

ATTACHMENT B-3

S.E. JAHN ROOFING, INC.
Commercial, Industrial, Residential
1021 East Wallace Street • Fort Wayne, Indiana 46803 • Phone 219/456-3494

January 31, 1990

Mr. Tom Farney
Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

Re: Fire Stations 7 and 11

Dear Mr. Farney:

This is to acknowledge that we have received and read the legal description and No Lien Provision for the Fire Station 7 and 11 projects and that we have no problem with either document being incorporated into the contract.

Sincerely,

S. E. JAHN CO., INC.

Steven E. Jahn
President

SEJ/rh

Century Surety Company

Bond No.: 500119

General Performance Bond

KNOW ALL MEN BY THESE PRESENTS that we S. E. JAHN COMPANY, INC., the Principal, and Century Surety Company, an Ohio Corporation, the Surety, are held and firmly bound unto City of Fort Wayne, the Obligee, in the penal sum of Twenty-One Thousand, Two Hundred and 00/100 Dollars, ($ 21,200.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 27th day of December, 19 89, covering Roof Repair for Fire Station #7 and #11 which Contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:

   a. The Owner has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any subsequently to declare a Principal default;
   b. The Owner has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.

2. The Obligee shall notify the Surety immediately of any change orders approved by the Obligee, any changes to the scope of work or to the duration of the Contract, or any increases to the Contract price.

3. Any suit under this bond by or for the benefit of the Obligee must be instituted before the expiration of two (2) years from the date on which the Principal ceased work on the Contract.

4. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 5th day of January, 19 90.

S. E. JAHN COMPANY, INC.
Principal

By: Roger Rainbolt Project Manager
Title

Witness: Roxanne L Haverland

CENTURY SURETY COMPANY
Surety

By: Gerald A. Dahlen
Attorney-In-Fact

Witness: Carol J. Austin

103 (1/89)

BOND. NO. 500119

CENTURY SURETY COMPANY

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document No. A311 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

S. E. JAHN COMPANY, INC.

as Principal, hereinafter called Principal, and, CENTURY SURETY COMPANY an Ohio Corporation, of COLUMBUS, OHIO

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Twenty-One Thousand, Two Hundred and 00/100---------- Dollars ($ 21,200.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated December 27 19 89, entered into a contract with Owner for

Roof Repair for Fire Station #7 and #11

In accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 5th day of January 1990

Roxanne L Haviland
(Witness)

S. E. JAHN COMPANY, INC.
(Principal) (Seal)

BY: Eugene Lawal Project Manager
(Title)

YASTE, ZENT & RYE AGENCY, INC.

Carol L. Austin
(Witness)

CENTURY SURETY COMPANY (Seal)
(Surety)

By Gerald A. Dahle

CENTURY SURETY COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

PRINCIPAL S. E. JAHN COMPANY, INC. EFFECTIVE DATE December 27, 1989

CONTRACT AMOUNT $21,200.00 AMOUNT OF BOND $ 21,200.00

POWER NO. 500119

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint:

Gerald A. Dahle, John J. Pikel and
Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars ($500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.

CENTURY SURETY COMPANY

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick, Treasurer

Notary Public)
State of Ohio) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.

Sue E. Duffy

NOTARY PUBLIC, State of Ohio
My Commission expires on August 5, 1989

State of Ohio) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 5th day of January 1990

Anne L. Meyers, Secretary

Any reproduction or facsimile of this form is void and invalid

CERTIFICATE OF INSURANCE

DATE: 12/31/89

PRODUCER

Yaste, Zent & Rye Agency, Inc.
127 W. Berry St., Ste. 1200
P.O. Box 1367
Fort Wayne, IN 46801
(219) 423-1591

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — MONROE GUARANTY

COMPANY LETTER B — UNITED STATES FIDELITY & GUARANTY COMPANY

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

S.E. Jahn Roofing Company, Inc.
1021 E. Wallace
Fort Wayne, IN 46803

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS MADE

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] [ ] CLAIMS MADE [X] OCCURRENCE [ ] OWNER'S & CONTRACTORS PROTECTIVE [ ] [ ]	MG 124 244	01/26/89	01/26/90	GENERAL AGGREGATE $ 2000 PRODUCTS-COMP/OPS AGGREGATE $ 2000 PERSONAL & ADVERTISING INJURY $ 1000 EACH OCCURRENCE $ 1000 FIRE DAMAGE (ANY ONE FIRE) $ 50 MEDICAL EXPENSE(ANY ONE PERSON) $ 5
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] GARAGE LIABILITY [ ]	MG 124 244	01/26/89	01/26/90	CSL $ 1000 BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA	MG 124 244	01/26/89	01/26/90	EACH OCCURRENCE $ 1000 — AGGREGATE $ 1000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	31-13658 89 6	10/01/89	10/01/90	STATUTORY $ 100 (EACH ACCIDENT) $ 500 (DISEASE-POLICY LIMIT) $ 100 (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
ANY AND ALL OPERATIONS OF THE NAMED INSURED. LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION. RE: Fire Station 711 Roof Repair

CERTIFICATE HOLDER

City of Fort Wayne
Board of Public Works
One Main Street
Fort Wayne, IN 46802

ATTN: Charles Layton

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 2-13-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG				✓
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 3-27-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE ~~RESOLUTION~~ NO. S-69-90 on the 27th day of March, 19 90,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of March, 1990, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of March, 19 90, at the hour of 11:45 o'clock A.M.,E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

, Admn. Appr. _____

TITLE OF ORDINANCE Contract for Roof Repair for Fire Stations #7 & 11.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract for Roof Repair at Fire Station #7 located at 1622 Lindenwood Avenue and the Roof Repair and Partial Roof Replacement for Fire Station # located at 405 E. Rudisill Blvd. S. E. Jahn Company, Inc. is the contractor.

S-90-02-01

EFFECT OF PASSAGE Improved roof conditions for Fire Stations 7 & 11

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) ~~$21,200.00~~

ASSIGNED TO COMMITTEE _____

Comm as Whole

HOLD
Bill
3-27-90

BILL NO. S-90-02-01

Committee of the Whole

REPORT OF THE COMMITTEE ON ~~FINANCE~~

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GiaQUINTA

3-27-90

Committee of the Whole

WE, YOUR COMMITTEE ON ~~FINANCE~~ TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR ROOF REPAIR FOR FIRE STATIONS #7 & 11 between S.E. JAHN CO., INC., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Dan Burns		Charles Rehl	
Mark P. GiaQuinta			
Samuel J. Talarico			
Janet G. Bradbury			
D Schmidt			

DATED: 3-27-90

Sandra E. Kennedy
City Clerk